

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA**

In re:)	
)	Chapter 11
)	
SPECIALTY RETAIL SHOPS HOLDING CORP., <i>et al.</i> , ¹)	Case No. 19-80064 (TLS)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 16, 87

**FINAL ORDER GRANTING
DEBTORS' MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME
THE CONSULTING AGREEMENT, (II) APPROVING PROCEDURES
FOR STORE CLOSING SALES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of a final order (this "Order"): (a) authorizing the Debtors to assume the Consulting Agreement, (b) authorizing and approving the Sale Guidelines, with such sales to be free and clear of all liens, claims, and encumbrances, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and Nebraska General Rule 1.5 of the United States District Court for the District of Nebraska; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Specialty Retail Shops Holding Corp. (0029); Pamida Stores Operating Co., LLC (6157); Pamida Transportation, LLC (4219); Penn-Daniels, LLC (0040); Place's Associates' Expansion, LLC (7526); Retained R/E SPE, LLC (6679); Shopko Finance, LLC (1152); Shopko Gift Card Co., LLC (2161); ShopKo Holding Company, LLC (0171); ShopKo Institutional Care Services Co., LLC (7112); ShopKo Optical Manufacturing, LLC (6346); ShopKo Properties, LLC (0865); ShopKo Stores Operating Co., LLC (6109); SVS Trucking, LLC (0592). The location of the Debtors' service address is: 700 Pilgrim Way, Green Bay, Wisconsin 54304.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby:

FOUND AND DETERMINED THAT:³

1. The Debtors have advanced sound business reasons for seeking to assume the Consulting Agreement, Letter Agreements, and adopt the Sale Guidelines, as set forth in the Motion and at the Hearing, and entering into the Consulting Agreement is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors and their estates.

2. The conduct of the Store Closings in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets.

3. The Consulting Agreement was negotiated, proposed and entered into by the Consultant and the Debtors without collusion, in good faith, and from arm's length bargaining positions.

4. The assumption of the Consulting Agreement is a sound exercise of the Debtors' business judgment.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. *See* Fed. R. Bankr. P. 7052.

5. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient and sound business purposes and justifications for the relief approved herein.

6. The Store Closings and Sales are in the best interest of the Debtors' estates.

7. The entry of this Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore;

IT IS HEREBY ORDERED THAT:

8. The Motion is granted on a final basis as provided herein.

9. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Order.

10. To the extent of any conflict between this Order, the Sale Guidelines, and the Consulting Agreement, the terms of this Order shall control over all other documents and the Sale Guidelines shall control over the Consulting Agreement.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall take effect immediately upon its entry.

I. Authority to Assume the Consulting Agreement and Letter Agreements.

12. The assumption of the Consulting Agreement and Letter Agreements by the Debtors pursuant to section 365 of the Bankruptcy Code is approved on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreement and Letter Agreements, including, (i) making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court, (ii) allowing the sale of Additional Consultant Goods, and (iii) participating in an Augmentation Program, all as permitted under the Consulting Agreement. Consultant's fees and expenses shall be paid from the gross proceeds of the Sales, without adherence to any

weekly, monthly or aggregate limitation in a DIP financing or cash collateral budget entered in connection with these chapter 11 cases, but shall be subject to the terms of the Consulting Agreement itself, including as to any expense budget attached thereto.

13. Subject to the restrictions set forth in this Order and the Sale Guidelines, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreement and the Store Closings; and each of the transactions contemplated by the Consulting Agreement, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreement and/or the Store Closings prior to the date of this Order, hereby are approved and ratified.

14. Notwithstanding anything to the contrary in the Consulting Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

15. For the avoidance of doubt, the definition of "Merchandise" in the Consulting Agreement does not include pharmaceutical goods supplied to the Debtors by McKesson Corporation Inc. pursuant to that certain Restated Supply Agreement dated on or about February 1, 2017.

II. Authority to Engage in Store Closings.

16. The Debtors are authorized pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue and conduct the Store Closings in accordance with this Order, the Sale Guidelines and the Consulting Agreement.

17. The Sale Guidelines are approved in their entirety on a final basis.

18. The Debtors are authorized to discontinue operations at the Stores in accordance with this Order and the Sale Guidelines.

19. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreement or this Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant.

20. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Store Closings and to take the related actions authorized herein.

III. Conduct of the Sales.

21. All newspapers and other advertising media in which the Store Closings may be advertised and all landlords are directed to accept this Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales pursuant to the Consulting Agreement, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Order, the Sale Guidelines, and the Consulting Agreement.

22. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreement and to conduct the Store Closings without necessity of further order of this Court as provided in the Consulting Agreement or the Sale Guidelines, including, but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers and street signage.

23. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise and FF&E, to the extent that, prior to the Final Hearing, disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners or other advertising and the Debtors and the Consultant are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable, be scheduled initially no later than the earlier of (a) the Final Hearing or (b) within two business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

24. Except as expressly provided in the Consulting Agreement, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E) the rejection of leases, abandonment of assets, or “going dark” provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these chapter 11 cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Order and the Sale Guidelines. The Consultant and landlords of the closing locations are authorized to enter into agreements (the “Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Consultant and any such landlords, *provided* that nothing in such Side Letters affects the

provisions of this Order. In the event of any conflict between the Sale Guidelines and any Side Letter, the terms of such Side Letter shall control.

25. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, and creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Bankruptcy Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

26. In accordance with and subject to the terms and conditions of the Consulting Agreement, the Consultant shall have the right to use the Stores and all related Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines and this Order.

27. All sales of Store Closure Assets shall be “as is” and final. Returns related to the purchase of Store Closure Assets shall not be accepted at stores that are not participating in the Store Closings.

28. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreement and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales to the applicable Governmental Units as and when due, *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors and account for sales taxes as and to the extent provided in the Consulting Agreement. This Order does not enjoin, suspend, or restrain the assessment, levy or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party’s liability for taxes under state law.

29. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all of any liens, claims, encumbrances, and other interests; provided, however, that any such of any liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims

and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreement).

30. To the extent that the Debtors propose to sell or abandon FF&E which may contain personal and/or confidential information about the Debtors' employees and/or customers (the "Confidential Information"), the Debtors shall remove the Confidential Information from such items of FF&E before such sale or abandonment.

31. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Stores. The Consultant is authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreement. Landlords of the closing locations may, in their sole discretion and without further order of this Court, utilize and/or dispose of such abandoned property without liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

32. Notwithstanding this or any other provision of this Order, nothing shall prevent or be construed to prevent the Consultant (individually, as part of a joint venture, or otherwise) or any of its affiliates from providing additional services to and/or bidding on the Debtors' assets not subject to the Consulting Agreement pursuant to an agency agreement or otherwise (the "Additional Assets"). The Consultant (individually, as part of a joint venture, or otherwise) or Additional Assets, or offer to provide additional services, notwithstanding anything to the contrary in the Bankruptcy Code or other applicable law, *provided* that such services guarantee, transaction, or acquisition is approved by separate order of this Court.

33. The Debtors and the Consultant are authorized and empowered to include Additional Consultant Goods in the Sale in accordance with this Order and the Closing Store

Agreement. Sales of Additional Consultant Goods shall be run through the Debtors' cash register systems; provided, however, that the Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise. The Consultant shall provide signage in the Closing Stores notifying customers that Additional Consultant Goods has been included in the sale.

34. Subject solely to the Consultant's obligations to pay the Additional Consultant Goods Fee, at all times and for all purposes, the Additional Consultant Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity (including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors' property, including the Debtor's secured lenders), shall have any claim against any of the Additional Consultant Goods or their proceeds. Subject solely to Consultant's obligations to pay the Debtors the Additional Consultant Goods Fee and the security interest of the lenders in such Additional Consultant Goods Fee, the Additional Consultant Goods and the identifiable proceeds thereof are not properly of the Debtors or their estates and do not constitute property of the Debtors' or their estates subject to any lender's lien. The Additional Consultant Goods shall at all times remain subject to the exclusive control of the Consultant, and the Liquidation Consultant shall insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard thereto.

35. The Additional Consultant Goods shall be consigned to Debtors as a true consignment under Article 9 of the Uniform Commercial Code ("UCC"). The Liquidation Consultant is hereby granted a valid, binding and enforceable first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the gross proceeds, which security

interest shall be deemed perfected pursuant to this Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Consultant is hereby authorized to deliver (and Debtors shall cooperate with the delivery of) all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Consultant's interest in the Additional Consultant Goods as consigned goods thereunder and the Debtors as the consignees therefor, and Consultant's security interest in and lien upon such Additional Consultant Goods and proceeds thereof).

IV. Procedures Relating to Additional Closing Stores.

36. To the extent that the Debtors seek to conduct the Sales at any Additional Closing Store, the Sale Guidelines and this Order shall apply to the Additional Closing Stores.

37. Not less than three days' prior to filing a notice of their intent to conduct the Sales at the Additional Closing Stores (the "Additional Closing Store List") with the Court, the Debtors will provide the Additional Closing Stores List upon professionals for the Official Committee of Unsecured Creditors (the "Committee") along with all reasonably requested financial information that the Committee's financial advisors may reasonably request relating to the Additional Closing Store List.

38. Prior to conducting the Sales at any Additional Closing Store, the Debtors will (a) consult with the Required Consenting Stakeholders, (b) file a list of such Additional Closing Store List with this Court, and (c) serve a notice of their intent to conduct the Sales at the Additional Closing Stores on the applicable landlords (the "Additional Closing Store Landlords") and interested parties, including the U.S. Trustee, the DIP ABL Agent, the DIP Term Loan B Agent, the Committee, the prepetition secured parties that comprise the Merchant's capital structure, by email (to the extent available to the Debtors) or overnight mail. With respect to Additional Closing Store Landlords, the Debtors will mail such notice to the notice

address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors) and their counsel, if known.

39. The Additional Closing Store Landlords and any interested parties shall have seven days after service of the applicable Additional Closing Store List to object to the application of this Order. If no timely objections are filed with respect to the application of this Order to an Additional Closing Store, the Debtors are authorized, pursuant to sections 105(a), and 363(b) and (f) of the Bankruptcy Code, to conduct the Sales at the Additional Closing Store in accordance with this Order, as applicable, the Sale Guidelines, and the Consulting Agreement. If any objections are filed with respect to the application of this Order, to an Additional Closing Store, and such objections are not resolved, the objections and the application of this Order to the Additional Closing Store will be considered by the Court at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary, but, in any case on not less than 5 days' notice, so that the Debtors can move promptly to maximize value and minimize expenses for the benefit of their creditors and stakeholders.

V. Dispute Resolution Procedures with Governmental Units.

40. Nothing in this Order, the Consulting Agreement, or the Sale Guidelines, releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order, the Consulting Agreement, or the Sale Guidelines shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the

Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, the “General Laws”). Nothing in this Order, the Consulting Agreement, or the Sale Guidelines, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Order. Notwithstanding any other provision in this Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Order shall be deemed to have made any rulings on any such issues.

41. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating “going out of business,” “store closing,” similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures in this section shall apply.

- i. Provided that the Sales are conducted in accordance with the terms of this Order, as applicable, and the Sale Guidelines, and in light of the provisions in the laws of many Governmental Units that exempt court-ordered sales from their provisions, the Debtors and the Consultant will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Order, as applicable, and the Sale Guidelines without the necessity of further showing compliance with any Liquidation Sale Laws.
- ii. Within three business days after entry of this Order, the Debtors will serve by first-class mail, copies of this Order, the Consulting Agreement, and the Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; (d) the chief legal counsel for the local jurisdiction; and (e) the landlords for the Stores (collectively, the "Dispute Notice Parties").
- iii. With respect to any Additional Closing Stores, within three business days after filing any Additional Closing Store List with the Bankruptcy Court, the Debtors will serve by first-class mail, copies of this Order, as applicable, the Consulting Agreement, and the Sale Guidelines on the Dispute Notice Parties.
- iv. To the extent that there is a dispute arising from or relating to the Sales, this Order, as applicable, the Consulting Agreement, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a "Reserved Dispute"), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of this Order, or service of an Additional Closing Store List, as applicable, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "Dispute Notice") explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Travis Bayer and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Steven N. Serajeddini; (b) proposed local counsel to the Debtors McGrath North Mullin & Kratz, P.C. LLO, 1601 Dodge St., Omaha, Nebraska 68102, Attn: James Niemeier, Esq., and (c) Riemer Braunstein, Seven Times Square, New York New York 10036, Attn: Steven Fox, Esq. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a "Dispute Resolution Motion").
- v. In the event that a Dispute Resolution Motion is filed, nothing in this Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (A) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (B) that neither the terms of this Order nor the conduct of the Debtors pursuant to this Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed

to affect the finality of this Order or to limit or interfere with the Debtors' or the Consultant's ability to conduct or to continue to conduct the Sales pursuant to this Order, absent further order of the Bankruptcy Court. Upon the entry of this Order, as applicable, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Order, as applicable, the Consulting Agreement, and/or the Sale Guidelines and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

42. Subject to paragraphs 35 and 36 above, each and every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

43. Provided that the Sales are conducted in accordance with the terms of this Order, the Consulting Agreement, and the Sale Guidelines, and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Order and the Sale Guidelines without the necessity of further showing compliance with any such Liquidation Sale Laws.

VI. Other Provisions.

44. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against Consultant, in each case, other than as expressly provided for in the Consulting Agreement.

45. To the extent the Debtors are subject to any state “fast pay” laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors’ next regularly scheduled payroll; and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

46. The Debtors are parties to the License Agreement, dated July 23, 1999, between Shopko Stores, Inc. and Payless ShoeSource Inc. (“Payless”) (as may be amended, modified, or supplemented from time to time, the “1999 License Agreement”) and to the License Agreement (Washington Shopko Big Box Stores) between ShopKo Stores Operating Co. and Payless ShoeSource, Inc. (as may be amended, modified, or supplemented from time to time, the “Washington License Agreement” and together with the 1999 License Agreement, the “License Agreements”). Pursuant to the License Agreements, the Debtors are permitted to continue to sell Payless inventory (the “Payless Inventory”) in the Debtors’ stores subject to the express terms of the License Agreements. The Payless Inventory that is in the Stores (as defined in the Consulting Agreement, and attached as Schedule 1 hereto) is Non-Merchandise Goods (as defined in the Consulting Agreement) and any sale of the Payless Inventory in the Stores shall remain subject to the express terms of the License Agreements, including the obligation of the Debtors to remit proceeds of sales of the Payless Inventory pursuant to sections 5.4 and 5.5 of the License Agreements without any reduction for fees that may be owed to the Consultant in connection with such sales. Any Non-Merchandise Fee (as defined in the Consulting Agreement) owed to the Consultant on account thereof shall be paid by the Debtors.

47. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim, (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, priority or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

48. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

49. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

50. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

51. Cause exists to shorten the notice period set forth in Bankruptcy Rule 2002, to the extent possible.

52. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

53. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Omaha, Nebraska

Dated: February 8, 2019

/s/Thomas L. Saladino

UNITED STATES BANKRUPTCY JUDGE

Schedule 1: List of Stores with Payless Inventory

ADDRESS	ADDRESS	CITY	STATE	ZIP	COUNTY
SHOPKO HOMETOWN	56835 N STATION DR	CALUMET	MI	49913-0000	HOUGHTON
SHOPKO HOMETOWN	1907 S STOCKTON AVE	MONAHANS	TX	79756-0000	WARD
SHOPKO HOMETOWN	509 BLAIR ST	DALHART	TX	79022-0000	DALLAM
SHOPKO HOMETOWN	2008 W HWY 12	MOBRIDGE	SD	57601-0000	WALWORTH
EAST POINTE CENTRE	2200 LINCOLN ST	RHINELANDER	WI	54501-3631	ONEIDA
SHOPKO HOMETOWN	650 US 41 WEST	ISHPEMING	MI	49849-3411	MARQUETTE
SHOPKO HOMETOWN	1001 NORTH CENTER AVENUE	HARDIN	MT	59034-0000	BIG HORN
SHOPKO HOMETOWN	1903 N BUCKEYE AVE	ABILENE	KS	67410-0000	DICKENSON
SHOPKO HOMETOWN	340 SOUTH HIGHWAY 65	MORA	MN	55051-1619	KANABEC
SHOPKO HOMETOWN	1203 N MAIN ST	ANDREWS	TX	79714-0000	ANDREWS
SHOPKO HOMETOWN	471 WINE COUNTRY ROAD	PROSSER	WA	99350-0000	BENTON
255 JOHN F KENNEDY RD		DUBUQUE	IA	52002-5313	DUBUQUE
216 S MILITARY AVE		GREEN BAY	WI	54303-2498	BROWN
301 BAY PARK SQ		GREEN BAY	WI	54304-5104	BROWN
3415 CALUMET AVE		MANITOWOC	WI	54220-5427	MANITOWOC
2430 E MASON ST		GREEN BAY	WI	54302-3759	BROWN
230 N WISCONSIN ST		DE PERE	WI	54115-2799	BROWN
4344 MORMON COULEE RD		LA CROSSE	WI	54601-7908	LA CROSSE
1105 E GRAND AVE		ROTHSCHILD	WI	54474-1096	MARATHON
1306 N CENTRAL AVE		MARSHFIELD	WI	54449-1597	WOOD
1150 W WASHINGTON		MARQUETTE	MI	49855-4099	MARQUETTE
500 S CARPENTER AVE		KINGSFORD	MI	49802-4597	DICKINSON
1100 E RIVERVIEW EXPRESSWAY		WISCONSIN RAPIDS	WI	54494-5483	WOOD
822 PARK AVE		BEAVER DAM	WI	53916-2292	DODGE
1000 W NORTHLAND AVE		APPLETON	WI	54914-1496	OUTAGAMIE
2530 1ST AVE N		ESCANABA	MI	49829-1396	DELTA
4161 2ND ST S		SAINT CLOUD	MN	56301-3761	STEARNS
1710 S MAIN ST		WEST BEND	WI	53095-4998	WASHINGTON
701 S CHURCH ST		WATERTOWN	WI	53094-6293	JEFFERSON
2400 ROSE ST		LA CROSSE	WI	54603-1612	LA CROSSE
1850 MADISON AVE		MANKATO	MN	56001-5475	BLUE EARTH
1900 N MAIN ST		MITCHELL	SD	57301-1160	DAVISON
125 MAIN ST N		HUTCHINSON	MN	55350-1807	MCLEOD
955 CLAIREMONT AVE		EAU CLAIRE	WI	54701-6198	EAU CLAIRE
1200 E SOUTHVIEW DR		MARSHALL	MN	56258-3110	LYON
2761 PRAIRIE AVE		BELOIT	WI	53511-2296	ROCK
4801 WASHINGTON AVE		RACINE	WI	53406-4299	RACINE
800 E MAES ST		KIMBERLY	WI	54136-1596	OUTAGAMIE
7401 MINERAL POINT RD		MADISON	WI	53717-1793	DANE
2500 US HWY 14		JANESVILLE	WI	53547-0833	ROCK
5300 52ND ST		KENOSHA	WI	53144-2398	KENOSHA
2101 W BROADWAY		MONONA	WI	53713-1698	DANE
1578 APPLETON RD		MENASHA	WI	54952-1192	WINNEBAGO
2820 HWY 63 S		ROCHESTER	MN	55904-5571	OLMSTED
3708 HWY 63 N		ROCHESTER	MN	55906-3927	OLMSTED
2677 STATE HWY 53		CHIPPEWA FALLS	WI	54729-7506	CHIPPEWA
2208 N WEBB RD		GRAND ISLAND	NE	68803-1739	HALL
4200 S 27TH ST		LINCOLN	NE	68502-5897	LANCASTER
3025 HAMILTON BLVD		SIOUX CITY	IA	51104-2495	WOODBURY
1209 18TH AVE NW		AUSTIN	MN	55912-1881	MOWER
1300 KOELLER ST		OSHKOSH	WI	54902-6196	WINNEBAGO
601 GALVIN RD S		BELLEVUE	NE	68005-2249	SARPY
100 S 66 ST		LINCOLN	NE	68510-2310	LANCASTER
2005 KRENZIEN ST		NORFOLK	NE	68701-4601	MADISON
500 N HWY 281		ABERDEEN	SD	57401-1821	BROWN
616 W JOHNSON ST		FOND DU LAC	WI	54935-3134	FOND DU LAC
1425 JANESVILLE AVE		FORT ATKINSON	WI	53538-2705	JEFFERSON
615 S MONROE AVE		MASON CITY	IA	50401-5061	CERRO GORDO
510 E PHILIP AVE		NORTH PLATTE	NE	69101-5538	LINCOLN
700 9TH AVE SE		WATERTOWN	SD	57201-5222	CODINGTON
1200 MAIN ST		STEVENS POINT	WI	54481-2863	PORTAGE
14445 W CENTER RD		OMAHA	NE	68144-5401	DOUGLAS
405 COTTONWOOD DR		WINONA	MN	55987-1914	WINONA

1755 N HUMINSTON AVE		WORTHINGTON	MN	56187-1757	NOBLES
1001 S HWY 15		FAIRMONT	MN	56031-4456	MARTIN
2610 N BRIDGE AVE		ALBERT LEA	MN	56007-2099	FREEBORN
501 HWY 10 SE		SAINT CLOUD	MN	56304-2227	STEARNS
301 NORTHWEST BYPASS		GREAT FALLS	MT	59404-4125	CASCADE
4215 YELLOWSTONE HWY		POCATELLO	ID	83202-2419	BANNOCK
2100 CALDWELL BLVD		NAMPA	ID	83651-1510	CANYON
8105 FAIRVIEW AVE		BOISE	ID	83704-8486	ADA
N 9520 NEWPORT HWY		SPOKANE	WA	99218-1219	SPOKANE
1649 POLE LINE RD E		TWIN FALLS	ID	83301-8397	TWIN FALLS
800 E 17 ST		IDAHO FALLS	ID	83404-6151	BONNEVILLE
217 W IRONWOOD DR		COEUR D ALENE	ID	83814-2651	KOOTENAI
E 13414 SPRAGUE AVE		SPOKANE VALLEY	WA	99216-0848	SPOKANE
SHOPKO HOMETOWN	1120 STATE HIGHWAY 67	KIEL	WI	53042-0000	MANITOWOC
2120 THAIN GRADE		LEWISTON	ID	83501-4105	NEZ PERCE
2530 RUDKIN RD		UNION GAP	WA	98903-1632	YAKIMA
SHOPKO HOMETOWN	1174 N NANIN ST	NEPHI	UT	84648-0000	JUAB
2510 S RESERVE ST		MISSOULA	MT	59801-7546	MISSOULA
1601 W 41ST ST		SIOUX FALLS	SD	57105-6388	MINNEHAHA
SHOPKO HOMETOWN	6475 HIGHWAY 93 S #15	WHITEFISH	MT	59937-0000	FLATHEAD
1845 HAINES AVE		RAPID CITY	SD	57701-0663	PENNINGTON
200 S 18TH AVE		WAUSAU	WI	54401-4252	MARATHON
2201 ZEIER RD		MADISON	WI	53704-7415	DANE
5801 SUMMIT VIEW AVE		YAKIMA	WA	98908-3006	YAKIMA
5959 S STATE ST		MURRAY	UT	84107-7222	SALT LAKE
2165 E 9400 S		SANDY	UT	84093-3201	SALT LAKE
1553 W 9000 S		WEST JORDAN	UT	84088-9219	SALT LAKE
5800 S REDWOOD RD		TAYLORSVILLE	UT	84123-5327	SALT LAKE
1018 WASHINGTON BLVD		OGDEN	UT	84404-4949	WEBER
1150 N MAIN		LAYTON	UT	84041-4853	DAVIS
1651 W ROSE STREET		WALLA WALLA	WA	99362-1690	WALLA WALLA
1771 WISCONSIN AVE		GRAFTON	WI	53024-2437	OZAUKEE
1341 N MAIN ST		LOGAN	UT	84341-2221	CACHE
867 N COLUMBIA CENTER BLVD		KENNEWICK	WA	99336-7771	BENTON
60 NE BEND RIVER MALL AVE		BEND	OR	97701-7528	DESCHUTES
2655 S BROADWAY AVE		BOISE	ID	83706-4700	ADA
55 LAKE BLVD		REDDING	CA	96003-2500	SHASTA
4850 W 3500 S		WEST VALLEY	UT	84120-2927	SALT LAKE
2815 CHAD DR		EUGENE	OR	97408-7335	LANE
9366 STATE HWY 16		ONALASKA	WI	54650-8526	LA CROSSE
699 GREEN BAY RD		NEENAH	WI	54956-3153	WINNEBAGO
4501 E ARROWHEAD PKWY		SIOUX FALLS	SD	57110-2701	MINNEHAHA
2741 ROOSEVELT RD		MARINETTE	WI	54143-3833	MARINETTE
SHOPKO HOMETOWN	1635 E HIGHWAY 40	BALLARD	UT	84066-0000	UNITAH
747 S MAIN		BRIGHAM CITY	UT	84302-3359	BOX ELDER
125 S STATE ST		OREM	UT	84058-5419	UTAH
905 S 24 W		BILLINGS	MT	59102-7408	YELLOWSTONE
955 N MAIN ST		SPANISH FORK	UT	84660-1150	UTAH
4060 RIVERDALE RD		RIVERDALE	UT	84405-1518	WEBER
1230 LANCASTER DR SE		SALEM	OR	97301-5800	MARION
3101 MONTANA AVE		HELENA	MT	59602-7813	LEWIS AND CLARK
5500 MARTIN WAY		LACEY	WA	98516-6326	THURSTON
801 W CENTRAL ENTRANCE		DULUTH	MN	55811-5468	ST LOUIS
518 S TAYLOR DR		SHEBOYGAN	WI	53081-4253	SHEBOYGAN
SHOPKO HOMETOWN	440 W MAIN ST	TREMONTON	UT	84337-0000	BOX ELDER
SHOPKO HOMETOWN	145 BROADWAY AVE N	COKATO	MN	55321-0000	WRIGHT
1350 N GALENA AVE		DIXON	IL	61021-1010	LEE
405 W 8TH ST		MONROE	WI	53566-1063	GREEN
1340 N WENATCHEE AVE		WENATCHEE	WA	98801-1558	CHELAN
900 W MEMORIAL DR		HOUGHTON	MI	49931-2481	HOUGHTON
SHOPKO HOMETOWN	702 WESTVIEW LANE	STANLEY	ND	58784-0000	MOUNTRAIL
555 W SOUTH ST		FREEPORT	IL	61032-6792	STEPHENSON
1450 E GENEVA ST		DELAVAN	WI	53115-2025	WALWORTH
1370 HWY 2 E		KALISPELL	MT	59901-3221	FLATHEAD
4515 S REGAL ST		SPOKANE	WA	99223-7938	SPOKANE
1777 PAULSON RD		RIVER FALLS	WI	54022-8299	PIERCE
320 S ACCESS RD		RICE LAKE	WI	54868-8572	BARRON

1400 BIG THUNDER BLVD		BELVIDERE	IL	61008-1726	BOONE
1450 S GRAND AVE		PULLMAN	WA	99163-4900	WHITMAN
3200 BROADWAY		QUINCY	IL	62301-3712	ADAMS
1964 W MORTON AVE		JACKSONVILLE	IL	62650-2621	MORGAN
313 NORTH ROOSEVELT AVE		BURLINGTON	IA	52601-1757	DES MOINES
4810 AVE O		FORT MADISON	IA	52627-9677	LEE
SHOPKO HOMETOWN	1010 S MAINLINE	SEYMOUR	WI	54165-0000	OUTAGAMIE
SHOPKO HOMETOWN	525 E HIGHWAY 20	VALENTINE	NE	69201-0000	CHERRY
1190 N 6TH ST RD		MONMOUTH	IL	61462-9672	WARREN
SHOPKO HOMETOWN	2050 HORICON ST	MAYVILLE	WI	53050-0000	DODGE
SHOPKO HOMETOWN	406 GATEWAY AVE	MAUSTON	WI	53948-0000	JUNEAU
SHOPKO HOMETOWN	1610 N 2ND ST	CHEROKEE	IA	51012-0000	CHEROKEE
SHOPKO HOMETOWN	22422 HIGHWAY 9	CRESCO	IA	52136-0000	HOWARD
SHOPKO HOMETOWN	1180 S 16TH STREET	CLARINDA	IA	51632-0000	PAGE
SHOPKO HOMETOWN	660 N MAIN STREET	BEAVER	UT	84713-0000	BEAVER
SHOPKO HOMETOWN	1951 EAST KING AVENUE	CHAMBERLAIN	SD	57325-0000	BRULE
3400 N 27TH ST		LINCOLN	NE	68521-1314	LANCASTER
1800 PLOVER RD		PLOVER	WI	54467-3978	PORTAGE
6845 SOUTH 27TH		LINCOLN	NE	68512-4823	LANCASTER
2320 LINEVILLE RD		GREEN BAY	WI	54313-8836	BROWN
5630 ST CROIX TRAIL		NORTH BRANCH	MN	55056-0000	CHISAGO
N66W25201 SILVER SPRING DRIVE		SUSSEX	WI	53089-0000	WAUKESHA
SHOPKO HOMETOWN	126 CHARLES STREET	OCONTO	WI	54153-0000	OCONTO
SHOPKO HOMETOWN	802 N MAIN	KEWAUNEE	WI	54216-0000	KEWAUNEE
SHOPKO HOMETOWN	1011 E SPRUCE ST	ABBOTSFORD	WI	54405-9647	CLARK
SHOPKO HOMETOWN	1208 NORTH HIGHWAY 77	DELL RAPIDS	SD	57022-0000	MINNEHAHA
SHOPKO HOMETOWN	2001 E 9TH ST	TRENTON	MO	64683-2599	GRUNDY
SHOPKO HOMETOWN	100 CROSS COUNTY PLAZA	BATESVILLE	IN	47006-8833	FRANKLIN
SHOPKO HOMETOWN	1515 E MAIN ST	REEDSBURG	WI	53959-1406	SAUK
SHOPKO HOMETOWN	220 LINCOLN ST	ADAMS	WI	53910-9459	ADAMS
SHOPKO HOMETOWN	810 N RAILROAD ST	EAGLE RIVER	WI	54521-8834	VILAS
SHOPKO HOMETOWN	717 E LAKESHORE DR	MANISTIQUE	MI	49854-1682	SCHOOLCRAFT
SHOPKO HOMETOWN	1008 E DIVISION	NEILLSVILLE	WI	54456-0000	CLARK
SHOPKO HOMETOWN	1009 7TH AVE	TWO HARBORS	MN	55616-6000	LAKE
SHOPKO HOMETOWN	1500 E SHERIDAN ST	ELY	MN	55731-1855	SAINT LOUIS
SHOPKO HOMETOWN	1625 E BLASCHKO AVE	ARCADIA	WI	54612-1835	TREMPEALEAU
SHOPKO HOMETOWN	650 W BEAVERBROOK AVE	SPOONER	WI	54801-7674	WASHBURN
SHOPKO HOMETOWN	1333 4TH AVE SOUTH	PARK FALLS	WI	54552-1926	PRICE
SHOPKO HOMETOWN	133 TROTTER AVENUE	ORD	NE	68862-0000	VALLEY
SHOPKO HOMETOWN	1215 E MAIN ST	ATTICA	IN	47918-8053	FOUNTAIN
SHOPKO HOMETOWN	211 S 23RD ST	PLATTSMOUTH	NE	68048-2903	CASS
SHOPKO HOMETOWN	3225 10TH ST EAST	GLENCOE	MN	55336-3369	MCLEOD
SHOPKO HOMETOWN	291 S MAIN STREET	CLINTONVILLE	WI	54929-1604	WAUPACA
SHOPKO HOMETOWN	2541 SOUTH BAYSHORE DR	SISTER BAY	WI	54234-9158	DOOR
SHOPKO HOMETOWN	1201 12TH AVE SE	DYERSVILLE	IA	52040-2415	DUBUQUE
SHOPKO HOMETOWN	1625 HWY 61	LANCASTER	WI	53813-9448	GRANT
SHOPKO HOMETOWN	11250 N MISSION RD	CLARE	MI	48617-9301	CLARE
SHOPKO HOMETOWN	3825 S HURON RD	STANDISH	MI	48658-9474	ARENAC
SHOPKO HOMETOWN	2656 E. MONROE RD	TECUMSEH	MI	49286-9727	LENAWEE
SHOPKO HOMETOWN	1995 S CEDAR ST	IMLAY CITY	MI	48444-9605	LAPEER
SHOPKO HOMETOWN	2278 N COMFORT DR	HART	MI	49420-8155	OCEANA
SHOPKO HOMETOWN	400 S MAIN ST	BROOKLYN	MI	49230-9368	JACKSON
SHOPKO HOMETOWN	174 JAMES ROBERTSON DR	GLADWIN	MI	48624-0000	GLADWIN
SHOPKO HOMETOWN	190 SOUTHGATE DR	AITKIN	MN	56431-7407	AITKIN
SHOPKO HOMETOWN	300 JAKE ST	PERHAM	MN	56573-0000	OTTER TAIL
SHOPKO HOMETOWN	710 COUNTY RD 21 S	GLENWOOD	MN	56334-9145	POPE
SHOPKO HOMETOWN	106 EAST HWY 28	MORRIS	MN	56267-0000	STEVENS
SHOPKO HOMETOWN	1087 3RD STREET NW	ROSEAU	MN	56751-0000	ROSEAU
SHOPKO HOMETOWN	1140 E 5TH ST	WINNER	SD	57580-2149	TRIPP
SHOPKO HOMETOWN	800 S WASHINGTON AVE	MADISON	SD	57042-0000	LAKE
SHOPKO HOMETOWN	405 W INTERSTATE DR	LUVERNE	MN	56156-2266	ROCK
SHOPKO HOMETOWN	1002 7TH ST SE	PIPESTONE	MN	56164-2076	PIPESTONE
SHOPKO HOMETOWN	2155 1ST AVE N	WINDOM	MN	56101-1286	COTTONWOOD
SHOPKO HOMETOWN	1712 SD HWY 10	SISSETON	SD	57262-2523	ROBERTS
SHOPKO HOMETOWN	1950 W ROOSEVELT HWY	SHELBY	MT	59474-1549	TOOLE
SHOPKO HOMETOWN	804 US HWY 2 WEST	GLASGOW	MT	59230-1600	VALLEY
SHOPKO HOMETOWN	31071 US HWY 2	LIBBY	MT	59923-3134	LINCOLN

SHOPKO HOMETOWN	825 W FULTON ST	WAUPACA	WI	54981-1471	WAUPACA
SHOPKO HOMETOWN	409 JUNCTION AVE	STANLEY	WI	54768-8011	CHIPPEWA
SHOPKO HOMETOWN	200 COMMERCE DRIVE	COLUMBUS	WI	53925-9567	COLUMBIA
SHOPKO HOMETOWN	540 JENNER DR	ALLEGAN	MI	49010-1517	ALLEGAN
SHOPKO HOMETOWN	91 W PINE LAKE DR	NEWAYGO	MI	49337-9331	NEWAYGO
SHOPKO HOMETOWN	1101 N INDIANA AVE	SYRACUSE	IN	46567-1019	KOSCIUSKO
SHOPKO HOMETOWN	56419 POKAGON ST	DOWAGIAC	MI	49047-7721	CASS
SHOPKO HOMETOWN	660 W MILWAUKEE ST	NEW HAMPTON	IA	50659-1013	CHICKASAW
SHOPKO HOMETOWN	1341 S FREDERICK AVE	OELWEIN	IA	50662-3060	FAYETTE
SHOPKO HOMETOWN	819 11TH AVE SW	WAUKON	IA	52172-7593	ALLAMAKEE
SHOPKO HOMETOWN	402 E HIGHWAY 92	WINTERSET	IA	50273-2416	MADISON
SHOPKO HOMETOWN	2220 HWY 175 W	ONAWA	IA	51040-0000	MONONA
SHOPKO HOMETOWN	1305 141ST ST	PERRY	IA	50220-8128	DALLAS
SHOPKO HOMETOWN	2099 CHATBURN AVE	HARLAN	IA	51537-1845	SHELBY
SHOPKO HOMETOWN	2353 SOUTH E	BROKEN BOW	NE	68822-0000	CUSTER
SHOPKO HOMETOWN	1520 W 9TH ST	MOUNT CARMEL	IL	62863-2909	WABASH
SHOPKO HOMETOWN	825 VALLEY ST ROUTE 183	MINERVA	OH	44657-1578	COLUMBIANA
SHOPKO HOMETOWN	378 LEWISVILLE RD	WOODSFIELD	OH	43793-0000	MONROE
SHOPKO HOMETOWN	777 BYPASS RD	BRANDENBURG	KY	40108-1603	MEADE
SHOPKO HOMETOWN	3402 MAIN STREET	EMMETSBURG	IA	50536-0000	PALO ALTO
SHOPKO HOMETOWN	727 15TH AVE SW	VALLEY CITY	ND	58072-3630	BARNES
SHOPKO HOMETOWN	932 W 12TH ST	GRAFTON	ND	58237-2122	WALSH
SHOPKO HOMETOWN	1900 HWY 49	BEULAH	ND	58523-9157	MERCER
SHOPKO HOMETOWN	2701 HWY 18 W	HOT SPRINGS	SD	57747-6604	FALL RIVER
SHOPKO HOMETOWN	1701 16TH ST	WHEATLAND	WY	82201-2243	PLATTE
SHOPKO HOMETOWN	1 NORTH 5TH AVE	BELLE FOURCHE	SD	57717-1172	BUTTE
SHOPKO HOMETOWN	1950 E RICHARDS ST	DOUGLAS	WY	82633-3049	CONVERSE
SHOPKO HOMETOWN	1105 BRIDGER DR	GREEN RIVER	WY	82935-5895	SWEETWATER
SHOPKO HOMETOWN	205 BOYD AVE	NEWCASTLE	WY	82701-2965	WESTON
SHOPKO HOMETOWN	100 W WASHINGTON ST	LIVINGSTON	MT	59047-4200	PARK
SHOPKO HOMETOWN	801 N BROADWAY ST	RED OAK	IA	51566-1404	MONTGOMERY
SHOPKO HOMETOWN	598 LUCAS LANE	ELLSWORTH	WI	54011-0000	PIERCE
SHOPKO HOMETOWN	1002 OLD MINNESOTA AVE	SAINT PETER	MN	56082-0000	NICOLLET
SHOPKO HOMETOWN	79 HOMETOWN DRIVE	TOMAHAWK	WI	54487-0000	LINCOLN
SHOPKO HOMETOWN	679 S WASHINGTON ST	AFTON	WY	83110-0000	LINCOLN
SHOPKO HOMETOWN	701 GREAT BASIN BLVD	ELY	NV	89301-0000	WHITE PINE
SHOPKO HOMETOWN	814 13TH AVE SW	QUINCY	WA	98848-0000	GRANT
SHOPKO HOMETOWN	1026 SOUTH CHALLIS STREET	SALMON	ID	83467-0000	IDAHO
SHOPKO HOMETOWN	301 MANTORVILLE AVENUE SOUTH	KASSON	MN	55944-0000	DODGE
SHOPKO HOMETOWN	429 MICHIGAN AVENUE	OROFINO	ID	83544-0000	CLEARWATER
SHOPKO HOMETOWN	6355 MAIN STREET	BONNERS FERRY	ID	83805-0000	BOUNDARY
SHOPKO HOMETOWN	94 NORTH 400 EAST	DELTA	UT	84624-0000	MILLARD
SHOPKO HOMETOWN	67 SELKIRK WAY	OLDTOWN	ID	83822-0000	BONNER